 _

**BE IT RESOLVED,** that the City Council authorizes the Mayor to enter into contracts with New York State and Nassau County with regard to Youth Services.

NAME OF CONTRACTOR LENGTH OF SERVICE	PURPOSE OF CONTRACT	COMPENSATION
Nassau County – Comprehensive		2015 - \$70,887.00
Youth Services	Employment and Leisure Time	2016 - \$70,887.00
	Programs	2017 - \$70,887.00
		2018 - \$70,887.00
		2019 - \$70,887.00
		2020 - \$70,887.00
Nassau County –		2015 - \$7,000.00
CDA Community Block Grant	SYEP	2016 - \$7,500.00
		2017 - \$7,000.00
9/1/2017 — 8/31/2018		2018 - \$8,000.00
9/1/2018 – 8/31/2019		2019 - \$8,000.00
9/1/2019 – 8/31/2020		2020 - \$8,000.00
New York State – Council of	Summer Youth Employment	2015 - \$18,968.00
Children and Families		2016 - \$18,968.00
		2017 – \$18,968.00
		2018 - \$18,968.00
		2019 - \$18,968.00
		2020 - \$18,968.00
New York State Member Item	Violence Prevention	2015/2016 – \$12,500.00
Award-Charles Lavine		2016/2017 – N/A
	Glen Cove After 3	2017-2018 – N/A
		2019 - TBD
		2020 - TBD
		2010 010 000 00
OCFS – Community Voices	After School/Youth Center	2018 - \$49,000.00
Grant 10/1/2018-9/30/2019		2019 - \$29,347.00
		2020 - \$29,347.00
Legislative Grant-Delia	After School/Youth Center	2018 - \$20,000.00
		2019 - \$20,000.00
		2020 - TBD

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Resolution offered by Mayor Tenke	and seconded by:	
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BE IT RESOLVED, that all full-time management employees of the City of Glen Cove shall receive leave benefits, health benefits and severance packages consistent with the provisions for full time union employees as per the CSEA contract with the exceptions that dental and vision insurance benefits shall be consistent with the PBA contract and that, for management employees hired after 2012, the enrollee's share of health insurance premiums shall continue for as long as the person remains enrolled in the plan.

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Resn	lution	6-6

Resolution offered by Mayo	r Tenke and seconded by:	
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**BE IT RESOLVED,** that the City Council authorizes the Mayor to enter into an agreement with CDA and IDA with regard to the administration of projects/grants relating to the Local Waterfront Revitalization Project and other City projects.

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Resolution offered by Mayor Tenke a	l seconded by:	
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WHEREAS, the City of Glen Cove Community Development Agency ("CDA") is an agency of the City of Glen Cove ("City") with its offices located in City Hall; and

WHEREAS, the Mayor of the City is the Chairman of the CDA and the CDA administers programs on behalf of the City that are beneficial to the taxpayers of the City;

WHEREAS, the City of Glen Cove is self-insured for general liability purposes; and

**WHEREAS**, it is beneficial to the taxpayers of the City for the CDA to spend its funds on City programs rather than general liability insurance.

**NOW, THEREFORE, BE IT RESOLVED,** that as an agency of the City of Glen Cove, it is intended that the CDA, and any property held by the CDA be insured by, included in, and protected by the City's self-insurance program.

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Resolution offered by Mayor Tenke and seconded by:	
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WHEREAS, the City of Glen Cove Industrial Development Agency ("IDA") is an agency of the City of Glen Cove ("City") with its offices located in City Hall; and

**WHEREAS**, the Mayor of the City is the Chairman of the IDA and the IDA administers programs on behalf of the City that are beneficial to the taxpayers of the City;

WHEREAS, the City of Glen Cove is self-insured for general liability purposes; and

**WHEREAS**, it is beneficial to the taxpayers of the City for the IDA to spend its funds on City programs rather than general liability insurance.

**NOW, THEREFORE, BE IT RESOLVED,** that as an agency of the City of Glen Cove, it is intended that the IDA, and any property held by the IDA be insured by, included in, and protected by the City's self-insurance program.

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Resol	ution	6-B

Resolution offered by Mayor Tenke and sec	conded by:
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**BE IT RESOLVED,** that the City Council authorizes the Mayor or Deputy Mayor, City Clerk and Parks and Recreation Director to indemnify various properties with regard to their use for various City and Recreation Department Programs.

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Resolution offered by Mayor Tenke and seconded by:
<b>BE IT RESOLVED,</b> that the City Council authorizes the Mayor to extend existing contract with Anker Electric Service for one year.
(copy attached)

Resolution offered by Mayor Tenke and seconded by:
<b>BE IT RESOLVED,</b> that the City Council authorizes the Mayor to enter into an agreement with the Nassau County Police Department (NCPD) regarding equipment deployment.
(copy attached)

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Reso	hution	n-I

Resolution offered by Mayor Tenke and seconded by:	
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**BE IT RESOLVED,** that the City Council authorizes the Mayor to grant an event permit to Nassau Country Club for the Annual Memorial Day Firework Display on Saturday, May 23, 2020 at 9:20p.m.

(copy attached)

Resolution offered by Mayor T	Cenke and seconded by	
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**BE IT RESOLVED,** that the City Council authorizes the Mayor to grant an event permit to Glen Cove School District for the Symbolic March in Honor of Dr. King on Monday January 20, 2020 at 8:45am.

(copy attached)

Reso	lution	6-K
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Resolution offered by Ma	ayor Tenke and seconded by: _	
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**BE IT RESOLVED,** that the City Council authorizes Police Officer J. Calamusa, Police Officer P. Michaleas, Sgt. Bifone, Detective Milanese to attend a training class, offered by Sig Sauer 365, on January 31, at a cost of \$260.00 each.

Fund Line: A3120-55442

Resolution offered by	Mayor Mayor	Tenke and s	econded by:	
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**BE IT RESOLVED,** that the City Council authorizes the Mayor to enter into an agreement with Telstar Integrated Solutions Inc., for the Burglar and Fire Alarm Systems at the Glen Cove Senior Center; for Central Station Monitoring via Digital Cellular Communication, at a rate of \$38/mo for the Burglar Alarm and \$43/mo for Fire Alarm including Daily Fire Test, for a period of (10) ten years.

Equipment \$2,372

Fund Line: A7030-52220

Monthly Central Station Monitoring \$972/yr; \$38/mo or \$456/yr for Burglar Alarm and \$43/mo or \$516/yr for Fire Alarm

Fund Line: A7030-55438

(copy attached)

Resolution offered by Mayor Tenke and seconded	oy:
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**BE IT RESOLVED,** that the City Council authorizes an annual budgeted payment, in the amount of \$60,000, to SAFE Inc. be released January 28, 2020.

Fund Line: A1210-55552

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Resolution offered	y Mayor	Tenke and	seconded b	oy:	
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## BE IT RESOLVED, that the City Council authorizes the City Attorney to settle certain claims.

## (Proposed by Mayor Tenke)

Name	Claim Number	Amount	
Vincent	20-2707	\$456.49	
Delonardo			

Resolution offered by Mayor Tenke and seconded by:
<b>BE IT RESOLVED</b> , that the City Council approve budget transfers and amendments as submitted and reviewed by the City Controller.
(See attached)

Resolution offered by Mayor Tenke and seconde	d by:	7:
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BE IT RESOLVED, that the City Council authorizes the Mayor to appoint special counsel.

**WHEREAS**, the City of Glen Cove will be appointing a new City Attorney effective January 22, 2020; and

WHEREAS, the current City Attorney has four open cases in its litigation inventory; and WHEREAS, Mayor and the City Council feels that having the former City Attorney continue to represent the City on certain open cases is in the best interests of the City; and

WHEREAS, Mayor and the City Council would like to appoint the Law Offices of Charles G. McQuair & Associates P.C. to continue to represent the City as special counsel with regard to the enumerated open matters; and

**NOW, THEREFORE BE IT RESOLVED** by the Glen Cove City Council as follows:

- 1. The Mayor is hereby authorized to execute a retainer agreement with the Law Offices of Charles G. McQuair & Associates P.C with an hourly rate not to exceed the sum of \$195.00 per hour for the continued representation of the City; and
- 2. The appointment of special counsel shall be effective January 22, 2020 and shall continue to the conclusion of the following open matters: 1) People v. Robert Blackwood; 2) Hawkins v. City of Glen Cove; 3) Janet Fox McDuffie v. Glen Cove Housing Authority; 4) Capiello et al v. Harding and Glen Cove.

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Resolution offered by Mayor Tenke and seconded by:
<b>BE IT RESOLVED</b> , that the City Council approve certain Budget Transfers and Amendments for the Police Department.
(copy attached)

Re	solution offered by Mayor Tenke and seconded by:
BE IT the fol	RESOLVED, that the City Council authorizes the Mayor to enter into agreements with lowing professionals for services performed at the Senior Center (copies attached).
!	Resolution authorizing the Mayor to enter into an agreement with Nassau County Museum of Art as a Senior Center Adult Day Program Independent Contractor, for (8) times per year for approximately (12) Participants to attend exhibits with private docents at a rate of \$1,200 / year Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)
	Resolution authorizing the Mayor to enter into an agreement with Rhythm Break Cares as a Senior Center Adult Day Program Independent Contractor for (3) Dance Movement classes, at a rate of \$200 / class or \$600 / year. Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)
	Resolution authorizing the Mayor to enter into an agreement with Maria Campanella as a Senior Center Adult Day Program Independent Contractor, for (22) Tai Chi classes at a rate of \$75 / session, or \$1,650 / year. Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)
	Resolution authorizing the Mayor to enter into an agreement with Judy DiBartolo as a Senior Center Adult Day Program Independent Contractor, for (25) Meditation classes at a rate of \$50 / session, or \$1,250 / year. Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)
	Resolution authorizing the Mayor to enter into an agreement with Alma Gonzalez as a Senior Center Adult Day Program Independent Contractor, for (2) Cooking Demonstration classes at a rate of \$200/ session, or \$400 / year. Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)
	Resolution authorizing the Mayor to enter into an agreement with Bobby Ventresca as a Senior Center Adult Day Program Independent Contractor, for (1) Musical class / performance at a rate of \$150 / session, or \$150 / year. Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)
	Resolution authorizing the Mayor to enter into an agreement with Carol Rodriguez as a Senior Center Adult Day Program Independent Contractor, for (24) Dance Therapy classes at a rate of \$50 / session, or \$1,200 / year. Funding A7035-55439 (reimbursed by SAGE)
	Resolution authorizing the Mayor to enter into an agreement with Sharon Kessler as a Senior Center Adult Day Program Independent Contractor, for (64) Chair Yoga classes at a rate of \$50 / session, or \$3,200 / year. Funding A7035-55439 (reimbursed by SAGE)
	Resolution authorizing the Mayor to enter into an agreement with Isabel Tiffen as a Senior Center Adult Day Program Independent Contractor, for (24) Yoga Therapy classes at a rate of \$50 / session, or \$1,200 / year. Funding A7035-55439 (reimbursed by SAGE)
	Resolution authorizing the Mayor to enter into an agreement with Roberta Fabiano as a Senior Center Adult Day Program Independent Contractor, for (2) Musical Performances at a rate of \$150 / session, or \$300 / year. Funding A7035-55439 (reimbursed by SAGE)
	Resolution authorizing the Mayor to enter into an agreement with Steve Fratello as a Senior Center Adult Day Program Independent Contractor, for (1) Butterfly Exhibit program at a rate of \$150 / session, or \$150 / year. Funding A7035-55439 (reimbursed by SAGE)
	Resolution authorizing the Mayor to enter into an agreement with Gail Storm as a Senior Center Adult Day Program Independent Contractor, for (1) Musical Performance with piano at a rate of \$200 / session, or \$200 / year. Funding A7035-55439 (reimbursed by SAGE)
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Resolution offered by Mayor	Tenke and seconded by	
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**BE IT RESOLVED,** that the City Council hereby appoints Gregory Kalnitsky as full-time City Attorney at an annual salary of \$130,000, effective January 22, 2020 through December 31, 2020.

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Resolution offered b	y Mayor Tenke and	seconded by: _	
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**BE IT RESOLVED,** that the City Council hereby appoints Michael DiLeo as City Marshal at an annual salary of \$8,500, effective to January 1, 2020 through December 31, 2020.

Resolution offered by Mayor Tenke and seconded by:
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**BE IT RESOLVED,** that the City Council hereby appoints Michael Bathie as Plumbing Inspector, with the Building Department, with a salary of \$40 per hour, effective January 15<sup>th</sup>, 2020.

Resolution offered by Mayor Tenke and seconded	l by:	
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**BE IT RESOLVED**, that the following persons are hereby appointed to the Beautification Commission for a term effective January 1, 2020 through December 31, 2022.

Names First Appointment		Current Term Start	Current Term End	
William Byrne	3/26/2002	1/1/2020	12/31/2022	
Robert LaBaw	9/23/2006	1/1/2020	12/31/2022	
Lauren Wasserfall	6/1/2010	1/1/2020	12/31/2022	
Jacqueline Yonick	1/1/2016	1/1/2020	12/31/2022	
Joan Bessette	6/1/2010	1/1/2020	12/31/2022	
Gigi Ferrante	1/1/2020	1/1/2020	12/31/2022	

Resolution offered by Mayor Tenke and seconded	l by	7:
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**BE IT RESOLVED,** that the following persons are hereby appointed to the Business Improvement District for a term effective January 1, 2020 through December 31, 2020.

Names	First Appointment	Current Term Start	Current Term End
Maureen Basdavanos	1/1/2018	1/1/2020	12/31/2020
Ann Fangmann	1/1/2017	1/1/2020	12/31/2020
Michael Piccirillo	1/1/2020	1/1/2020	12/31/2020

Resolution offered by Mayor Tenke and seconde	ded by:
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**BE IT RESOLVED,** that the following persons are hereby appointed to the Board of Fire Commissioners for a term effective January 1, 2020 through December 31, 2021.

Names	First Appointment	Current Term Start	Current Term End
Carl Sederholt	1/1/2004	1/1/2020	12/31/2021
David Backus	1/3/2010	1/1/2020	12/31/2021
Mike Colangelo	1/1/2016	1/1/2020	12/31/2021
Mike Salantino	1/1/2020	1/1/2020	12/31/2021
Guv Minatoli	1/1/2020	1/1/2020	12/31/2021

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Resolution offered b	y Mayor Tenke and	seconded by:	
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**BE IT RESOLVED,** that the following persons are hereby appointed to the Finance Committee for a term effective January 1, 2020 through December 31, 2021.

	Names	First Appointment	Current Term Start	Current Term End
Γ	Flip Pidot	1/1/2020	1/1/2020	12/31/2021

Resolution offered by	Mayor Tenke and seconded	l by	
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**BE IT RESOLVED,** that the following persons are hereby appointed to the Golf Commission for a term effective January 1, 2020 through December 31, 2022.

Names	First Appointment	Current Term Start	Current Term End
Jim O'Grady	1/22/2002	1/1/2020	12/31/2022
Lou Fugazy, Jr.	1/1/2020	1/1/2020	12/31/2022
Peter Ventura (Lattingtown)	5/23/2007	1/1/2020	12/31/2022

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Resolution offered by Mayor Tenke and seconded by	y:
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**BE IT RESOLVED,** that the following persons are hereby appointed to the Planning Board for a term effective January 1, 2020 through December 31, 2022.

Names	First Appointment	Current Term Start	Current Term End
Carolyn Dilgard Clark	1/1/2020	1/1/2020	12/31/2022
Mike O'Brian	1/1/2020	1/1/2020	12/31/2022
Paul Sweenev	1/1/2020	1/1/2020	12/31/2022

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Resolution offered by Mayor Tenke and seconded	by:	
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**BE IT RESOLVED,** that the following persons are hereby appointed to the EMS Trustees for a term effective January 1, 2020 through December 31, 2021.

Names	First Appointment	Current Term Start	Current Term End
William Basdavanos	1/2/2000	1/1/2020	12/31/2021
Christopher Albin	1/1/2012	1/1/2020	12/31/2021
Ronald Pascucci	1/1/2011	1/1/2020	12/31/2021
Craig Smith	1/1/2014	1/1/2020	12/31/2021

Resolution offered by May	or Tenke and seconded by:	
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**BE IT RESOLVED,** that the following persons are hereby appointed to the Zoning Board for a term effective January 1, 2020 through December 31, 2022.

Names	First Appointment	Current Term Start	Current Term End
Steven Suozzi	1/1/2020	1/1/2020	12/31/2022
Joe Fiorino	5/4/2016	1/1/2020	12/31/2022
Stu Grossman	1/1/2020	1/1/2020	12/31/2022
Cheryl Stasky	1/1/2020	1/1/2020	12/31/2022

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Resolution offered by Mayor Tenke and seconded by:	
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**BE IT RESOLVED,** that the City Council hereby increases the daily rate for Crossing Guard Shirley Winston to \$50 per day, effective January 27, 2020.

## Attachment For Resolution 6-G

## INTER-OFFICE MEMO

To:

Gaspare Tumminello, City Clerk

Timothy Tenke, Mayor

From:

Louis Saulino, Director of Public Works

Date:

January 2, 2020

Re:

DPW No. 2017-009SL & DPW No. 2017-012E

The Department of Public Works, would like to extend the above contract for a period of one (1) additional year as stated in the contract page (2), paragraph (2) under PERIOD COVERED it states:

"This is a two-year term contract. The term of the contract commences on the date the contract is executed".

"The City reserves the right to extend the contract one (1) additional year at the unit price bid".

Attached please find a letter from Anker's Electric Service accepting to extend the contract an additional year under the existing contract.

A5110-54381 Street Lighting Contractor A1490-55438 Electrical Contractor



### ANKER'S ELECTRIC SERVICE, INC 10 SOUTH FIFTH STREET P.O. Box 378 LOCUST VALLEY, NEW YORK 11560 TEL. (516) 676-1333 Fax 516-676-7166

Craig Johansen
President
cjanker57@hotmail.com

Denis O'Regan Vice President denisoregan3@aol.com

December 9, 2019

Mr. Louis Saulino, P.E. Director of Public Works Glen Cove City Hall 9 Glen Street Glen Cove, NY 11542

Re: Street Lighting & Electrical On-Call Contracts

Dear Mr. Saulino,

Anker's Electric Service, Inc. would like to extend our Street Lighting and Electrical On-Call contracts under the existing conditions.

Please find attached our updated certificates of insurance.

Very fruly yours,

Denis O'Regan Vice President

DOR/eg

Attachments:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MMIDDIYYYY)

12/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER [AX, No): (516) 576-1177 The B & G Group Inc. 55 West Ames Court, Suite 400 Plainview, NY 11803 No. Exil: (516) 576-0400 e mail Address: INSURER(Š) AFFORDING COVERAGE NAIC # INSURER A : American Southern Home Insurance Company metinen i American Alternative Ins. Corp. INSURED 32603 Naurance Company Ankers Electric Service Inc. & Denis O'Regan Electric Inc. 22136 INSURERD: Great American Ins. Co. of NY 10 South Fifth Street Locust Valley, NY 11580 INSURER E I INSURER F REVISION NUMBER: CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. COVERAGES: POLICY EFF. POLICY EXP POLICY NUMBER TYPE OF INSURANCE 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA SECUTIONS) X COMMERCIAL GENERAL LIABILITY 100,000 6/23/2019 6/23/2020 X. 88A6GL0000231 CLAIMS-MADE OCCUR 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADVINJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREG<u>at</u>e limit app<u>lie</u>s per: 2,000,000 PRODUCTS - COMPJOP AGG EMPLOYEE BENEFI \_ PECT POLICY ' 1,000 COMBINED SINGLE LIMIT 1,000,000 **AUTOMOBILE LIABILITY** 6/23/2019 , 6/23/2020 BODILY INJURY (Per preson) 88A2CA1000858 X LANYAUTO SCHEDULED BODILY INJURY (Persocident) \$ PROPERTY DAMAGE (Portecodent) s OVINED AUTOS ONLY WASS ONLY PROPERTOR 5,000,000 EACH OCCURRENCE X : UMBRELLA LIAB 6,000,000 6/23/2020 6/23/2019 MKC11100039 CLAIMS-MADE AGGREGATE . S ... EXCESS LIAB 10,000 X RETENTION \$ PER OTH WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Members in NH) ' E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT if yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS (LOCATIONS (VEHICLES (ACORD 10), Additional Remarks Schedule, may be altached from appeal is required.
City of Gian Cove, Ref. Electrical Services and Electrical On-Call Contracts are included as Additional insured with respect to General Liability as required by written contract. Subject to policy terms, conditions and exclusions.

MAC1590720

CERTIFICATE HOLDER	SANGELLANION	
City of Glen Cove Dept. of Public Works 9 Glen Street Glen Cove, NY 11542	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	

ACORD 25 (2016/03)

D Property

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6/23/2019 | 6/23/2020 | Builders Risk



199 CHURCH STREET, NEW YORK, N.Y. 10007-1100 | nyalf.com

### CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^ 112204231

KEEVILY, SPERO-WHITELAW INC, 500 MAMARONECK AVENUE HARRISON NY 10528



SCAN TO VALIDATE AND SUBSCRIBE

POLICYHOLDER

ANKER'S ELECTRIC SERVICE INC ATTN CRAIG JOHANSEN 10 SOUTH FIFTH ST LOCUST VALLEY NY 11560 CERTIFICATE HOLDER

BID #2017-012E

CITY OF GLEN COVE DEPT OF PUBLIC WORKS 9 GLEN STREET

GLEN COVE NY 11542

DATE

POLICY NUMBER G 1292 824-8 CERTIFICATE NUMBER 276950 POLICY PERIOD 11/01/2019 TO 11/01/2020

09/25/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1292 824-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP, THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 693405903

# Attachment For Resolution 6-H

## EQUIPMENT DEPLOYMENT AGREEMENT BETWEEN NCPD AND GLPD

WHEREAS, the County entered into a grant agreement (the 2016 State Law Enforcement Terrorism Prevention Program, Project Number LE16-1019-D00) (the "Grant Agreement") with the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services ("DHSES"), whereby NCPD acquired Dynamic Breaching Entry Sledges; and

WHEREAS, in furtherance of the parties' shared goals to prevent terrorist attacks, protect the people of the County and City, and protect critical infrastructure and key resources, NCPD wishes to deploy the Dynamic Breaching Entry Sledges listed on Exhibit "A" ("Equipment"), attached hereto and incorporated herein, to the Glen Cove Police Department; and

WHEREAS, the City wishes to take possession of the Equipment under the following terms and conditions.

NOW, THEREFORE, the parties agree to the following terms of such deployment:

- 1. The Equipment shall be utilized by the Glen Cove Police Department for law enforcement purposes only and shall not be redeployed or otherwise transferred or disposed of by the City without the prior written approval of NCPD and DHSES.
- 2. The City shall provide NCPD with annual written inventory reports confirming the status and location of the Equipment, beginning one (1) year from the date the Equipment is accepted by the City. If at any time the Equipment is damaged or lost the City shall notify NCPD immediately.
- 3. Upon acceptance of the Equipment, the City shall be responsible for compliance with all laws and regulations applicable to the use and deployment of the Equipment. NCPD has made no representations or warranties to the City regarding the compliance of the equipment with the requirements of any specifications, laws, or regulations.
- 4. The City shall receive the Equipment "as is," "where is," and "with all faults." NCPD has made no representations or warranties to the City regarding the quality, nature, condition, or composition of the Equipment.

- 5. NCPD disclaims all warranties, representations, and guarantees, whether express, implied, or statutory, including without limitation, any implied warranties of merchantability or fitness for purpose, in connection with the Equipment.
- 6. The City understands that there are certain risks of injury that may arise from the possession, use, or misuse of the Equipment, including the risk of injury, disability, death, and loss or damage to property. The City assumes full responsibility for all risks arising directly or indirectly from the possession, use, or misuse of the Equipment, both known and unknown, regardless of the cause.
- 7. NCPD and DHSES shall not be liable for any damages of any kind, whether direct, indirect, special, incidental, consequential, or punitive, arising in any way out of the possession, use, or misuse of the Equipment by the City.
- 8. (a) The City shall be responsible for, and will defend, indemnify, hold harmless, and release NCPD and DHSES, their officers, agents, and employees from and against any and all actions charges, costs, damages, demands, liabilities, losses, suits, and expenses, including without limitation, attorney's fees and disbursements, arising out of or in connection with the Equipment, regardless of whether due to negligence, fault, or default.
  - (b) The City shall promptly and diligently defend, at its own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against NCPD and DHSES arising out of or in connection with the Equipment and the City shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.
  - (c) In the event the City shall fail to so defend, indemnify, and hold harmless NCPD and DHSES, NCPD and DHSES shall have full rights to defend such legal claim or action on their own behalf without notice to the City and with full rights to recourse against the City for all fees, costs, expenses, and payments made or agreed to be paid to discharge such claim.
  - (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. (a) The term of this Agreement shall commence upon the date this Agreement is executed by NCPD and shall terminate upon the end of the useful life of the Equipment, subject to earlier termination as provided herein. Upon termination, the Equipment shall be returned to NCPD.
  - (b) NCPD may terminate this Agreement at any time, for any or no reason, upon five (5) business days' written notice to the City.

10. This Agreement shal successors, assigns, ar						to th	e bene	fit of	the	parties,	their
		*	*		*	*					
For and on behalf of the City	of Glen (	Cove									
Timothy Tenke Mayor											
Date:											
For and on behalf of Glen Co William F. Whitton Chief of Police		e Dep	artme	ent							
Date: For and on behalf of Nassau		olice	Бера	ırtme	ent						
Patrick J. Ryder Commissioner of Police											
Date:											

STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)	
in the County of corporation described herein	in the year 20_ before me personally came Timothy n, who, being by me duly sworn, did depose and say that he resides that he is the Mayor of the City of Glen Cove, the municipal and which executed the above instrument; and that he signed his he Council of said municipal corporation.
NOTARY PUBLIC	
STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)	
On the day of Whitton, to me personally kno in the County of the municipal corporation des	in the year 20 before me personally came William F. own, who, being by me duly sworn, did depose and say that he resides; and that he is the Chief of the Police Department of Glen Cove, scribed herein and which executed the above instrument.
NOTARY PUBLIC	
STATE OF NEW YORK) )ss. COUNTY OF NASSAU)	:
Ryder to me personally know in the County of Nassau; and	in the year 20 before me personally came Patrick J. vn, who, being by me duly sworn, did depose and say that he resides that he is the Commissioner of the Police Department of the County poration described herein and which executed the above instrument.
NOTARY PUBLIC	

# Exhibit A

The following equipment is deployed to the Glen Cove Police Department in accordance with the terms and conditions of this Agreement:

<u>Dynamic Entry</u> Breaching Sledges				
Identification Number				
GLPD01				
GLPD02				
GLPD03				
GLPD04				
GLPD05				
GLPD06				

# Attachment For Resolution 6-I

# CITY OF GLEN COVE 9 Glen Street Glen Cove, New York 11542 (516) 676-3345

# **EVENT PERMIT**

NAME OF APPLICANT		Nassau Country Club
ADDRESS OF APPLICANT	<u> </u>	30 Saint Andrews Lane
NAME OF EVENT TO BE H	ELD	Annual Memorial Day Firework Display
DATE(S) OF EVENT	4 <del>20//00/01/11</del>	Saturday, May 23, 2020
TIME(S) OF EVENT		9:20 p.m.
LOCATION OF EVENT		Same as above
NAME & ADDRESS OF OW	NER OF PR	EMISES
EVENT SPONSER IS:	For Profit	(\$25.00 fee) Non-Profit <u>x</u>
DATE:		SIGNED:Applicant
DATE: 1 4 20		SIGNED: Mag/
* * * *	* *	SIGNED: // / / / / / / / / / / / / / / / / /
PERMIT APPROVED ON: _		
PERMIT NO.:		City Clerk

# CITY COUNCIL MEETING TUESDAY, JANUARY 14, 2020 GLEN COVE CITY HALL

- 1. PLEDGE OF ALLEGIANCE
- 2. PUBLIC HEARING
- 3. APPROVAL OF CITY COUNCIL MINUTES
- 4. FINANCIAL REPORTS
- 5. WARRANTS
- 6. RESOLUTIONS, ORDINANCES AND LOCAL LAWS

A Resolution authorizing the Mayor to enter into contracts with New York State and Nassau County with regard to Youth Services.

(Proposed by Mayor Tenke)

**B** Resolution authorizing full time management employees to receive benefits consistent with provisions of CSEA contract.

(Proposed by Mayor Tenke)

C Resolution authorizing the Mayor to enter into an agreement with CDA and IDA with regard to the administration of projects/grants relating to the Local Waterfront Revitalization Project and other City projects.

(Proposed by Mayor Tenke)

**D** Resolution authorizing coverage for CDA-held properties by the City's Self Insurance fund.

(Proposed by Mayor Tenke)

**E** Resolution authorizing coverage for IDA-held properties by the City's Self Insurance fund.

(Proposed by Mayor Tenke)

**F** Resolution authorizing the Mayor or Deputy Mayor, City Clerk and Parks and Recreation Director to indemnify various properties with regard to their use for various City and Recreation Department Programs.

(Proposed by Mayor Tenke)

**G** Resolution authorizing the Mayor to extend existing contract with Anker Electric Service for one year

(Proposed by Mayor Tenke)

**H** Resolution authorizing the Mayor to enter into an agreement with the Nassau County Police Department (NCPD) regarding equipment deployment.

(Proposed by Mayor Tenke)

I Resolution authorizing the Mayor to grant an event permit to Nassau Country Club for the Annual Memorial Day Firework Display on Saturday, May 23, 2020 at 9:20p.m.

(Proposed by Mayor Tenke)

**J** Resolution authorizing the Mayor to grant an event permit to Glen Cove School District for the Symbolic March in Honor of Dr. King on Monday January 20, 2020 at 8:45am.

(Proposed by Mayor Tenke)

**K** Resolution authorizing Police Officer J. Calamusa, Police Officer P. Michaleas, Detective S. Bifone, Detective D. Milanese to attend a training class, offered by Sig Sauer 365, on January 31, at a cost of \$260.00 each.

(Proposed by Mayor Tenke)

L Resolution authorizing the Mayor to enter into an agreement with Telstar Integrated Solutions Inc., for the Burglar and Fire Alarm Systems at the Glen Cove Senior Center; for Central Station Monitoring via Digital Cellular Communication, at a rate of \$38/mo for the Burglar Alarm and \$43/mo for Fire Alarm including Daily Fire Test, for a period of (10) ten years.

Equipment \$2,372 Fund Line: A7030-52220

Monthly Central Station Monitoring \$972/yr; \$38/mo or \$456/yr for Burglar Alarm and \$43/mo or \$516/yr for Fire Alarm

Fund Line: A7030-55438

(Proposed by Mayor Tenke)

M Resolution authorizing annual budgeted payment, in the amount of \$60,000, to SAFE Inc. be released January 28, 2020.

(Proposed by Mayor Tenke) Funding: A1210-55552 **N** Resolution authorizing the City Attorney to settle certain claims.

(Proposed by Mayor Tenke)

Name	Claim Number	Amount	
Vincent Delonardo	20-2707	\$456.49	

(Proposed by Mayor Tenke)

**O** Resolution authoring the City Council to approve budget transfers and amendments as submitted and reviewed by the City Controller.

(See attached)

(Proposed by Mayor Tenke)

**P** Resolution authorizing the City Council to appoint special counsel.

**WHEREAS**, the City of Glen Cove will be appointing a new City Attorney effective January 22, 2020; and

WHEREAS, the current City Attorney has four open cases in its litigation inventory; and WHEREAS, Mayor and the City Council feels that having the former City Attorney continue to represent the City on certain open cases is in the best interests of the City; and

WHEREAS, Mayor and the City Council would like to appoint the Law Offices of Charles G. McQuair & Associates P.C. to continue to represent the City as special counsel with regard to the enumerated open matters; and

**NOW, THEREFORE BE IT RESOLVED** by the Glen Cove City Council as follows:

- 1. The Mayor is hereby authorized to execute a retainer agreement with the Law Offices of Charles G. McQuair & Associates P.C with an hourly rate not to exceed the sum of \$195.00 per hour for the continued representation of the City; and
- 2. The appointment of special counsel shall be effective January 22, 2020 and shall continue to the conclusion of the following open matters: 1) People v. Robert Blackwood; 2)Hawkins v. City of Glen Cove; 3) Janet Fox McDuffie v. Glen Cove Housing Authority; 4) Capiello et al v. Harding and Glen Cove.

(Proposed by Mayor Tenke)

**Q** Resolution authorizing certain Budget Transfers and Amendments for the Police Department.

(Proposed by Mayor Tenke)

# **R** Resolution authorizing the Mayor to enter into agreements with the following professionals for services performed at the Senior Center.

Resolution authorizing the Mayor to enter into an agreement with Nassau County Museum of Art as a Senior Center Adult Day Program Independent Contractor, for (8) times per year for approximately (12) Participants to attend exhibits with private docents at a rate of \$1,200 / year Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)

Resolution authorizing the Mayor to enter into an agreement with Rhythm Break Cares as a Senior Center Adult Day Program Independent Contractor for (3) Dance Movement classes, at a rate of \$200 / class or \$600 / year. Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)

Resolution authorizing the Mayor to enter into an agreement with Maria Campanella as a Senior Center Adult Day Program Independent Contractor, for (22) Tai Chi classes at a rate of \$75 / session, or \$1,650 / year. Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)

Resolution authorizing the Mayor to enter into an agreement with Judy DiBartolo as a Senior Center Adult Day Program Independent Contractor, for (25) Meditation classes at a rate of \$50 / session, or \$1,250 / year. Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)

Resolution authorizing the Mayor to enter into an agreement with Alma Gonzalez as a Senior Center Adult Day Program Independent Contractor, for (2) Cooking Demonstration classes at a rate of \$200/ session, or \$400 / year. Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)

Resolution authorizing the Mayor to enter into an agreement with Bobby Ventresca as a Senior Center Adult Day Program Independent Contractor, for (1) Musical class / performance at a rate of \$150 / session, or \$150 / year. Funding A7035-55438 (reimbursed by NYSOFA Contract #TMO5841)

Resolution authorizing the Mayor to enter into an agreement with Carol Rodriguez as a Senior Center Adult Day Program Independent Contractor, for (24) Dance Therapy classes at a rate of \$50 / session, or \$1,200 / year. Funding A7035-55439 (reimbursed by SAGE)

Resolution authorizing the Mayor to enter into an agreement with Sharon Kessler as a Senior Center Adult Day Program Independent Contractor, for (64) Chair Yoga classes at a rate of \$50 / session, or \$3,200 / year. Funding A7035-55439 (reimbursed by SAGE)

Resolution authorizing the Mayor to enter into an agreement with Isabel Tiffen as a Senior Center Adult Day Program Independent Contractor, for (24) Yoga Therapy classes at a rate of \$50 / session, or \$1,200 / year. Funding A7035-55439 (reimbursed by SAGE)

Resolution authorizing the Mayor to enter into an agreement with Roberta Fabiano as a Senior Center Adult Day Program Independent Contractor, for (2) Musical Performances at a rate of \$150 / session, or \$300 / year. Funding A7035-55439 (reimbursed by SAGE)

Resolution authorizing the Mayor to enter into an agreement with Steve Fratello as a Senior Center Adult Day Program Independent Contractor, for (1) Butterfly Exhibit program at a rate of \$150 / session, or \$150 / year. Funding A7035-55439 (reimbursed by SAGE)

Resolution authorizing the Mayor to enter into an agreement with Gail Storm as a Senior Center Adult Day Program Independent Contractor, for (1) Musical Performance with piano at a rate of \$200 / session, or \$200 / year. Funding A7035-55439 (reimbursed by SAGE)

## 7. APPOINTMENTS

- **A** City Attorney
- B City Marshal
- **C** Building Department

# 8. COMMISSIONS, BOARDS AND AGENCIES

- **A** Beautification Commission
- **B** Business Improvement District
- **C** Board of Fire Commissioners
- **D** Finance Committee
- **E** Golf Commission
- F Planning Board
- **G** EMS Trustees
- H Zoning Board

# 9. SALARY ADJUSTMENTS

**A** Police Department

# 10. DISCUSSION

# GLEN COVE CITY COUNCIL WILL CONVENE NEXT:

PRECOUNCIL: January 21, 2020

COUNCIL: January 28, 2020